

Town of West Hartford, Connecticut  
Department of Financial Services Purchasing Services Division  
50 South Main Street, West Hartford, CT 06107-2431

## INVITATION TO BID

<b>Bid No.</b> 6144F	<b>Opening Date</b> May 25, 2010	<b>Opening Time</b> 2:30 PM	<input checked="" type="checkbox"/> <b>Formal Bid</b> <input type="checkbox"/> <b>Informal Bid</b>	<b>THIS IS <u>NOT</u> AN ORDER</b>
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This **INVITATION TO BID** form, with your response on it, must be received by the Purchasing Services Division, at the above address, prior to the bid opening at the time and date shown above. Bids must contain an original signature and must be submitted in a sealed envelope. All bid envelopes must indicate the bid number, time and opening date. At the designated time, all bids will be publicly opened and read. **THIS IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS WELL AS ALL ATTACHED SPECIFICATION SHEETS AND DRAWINGS.**

<b>Department:</b> Community Serv	<b>Division:</b>	<b>Required Delivery Date</b>	<b>Requisition No.:</b>
<b>Shipping Destination:</b> 50 South Main St, West Hartford CT 06117			
<b>DESCRIPTION</b>		<b>UNIT PRICE</b>	<b>TOTAL</b>
<p>The Town of West Hartford is accepting bids for the provision of furnishing all labor, materials and incidentals required to perform Parking Garage Repairs and Upgrades per the attached specifications dated April 29, 2010.</p> <p>A pre-bid conference will be held on May 11, 2010 at 10:00 AM in room 221 of Town Hall, 50 South Main Street, West Hartford (a site visit will immediately follow) at which time questions concerning this project will be answered.</p> <p>Insurance Requirements are per the attached insurance exhibit.</p>		SEE ATTACHED BID FORM	
		<b>TOTAL \$</b>	

**We hereby agree to furnish and invoice above listed materials or services, delivered or performed in accordance with your specifications, requirements and terms as specified herein at prices specified above.**

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, <http://west-hartford.com/TownServices/TownDepartments/FinancialServices/BidResults.htm> a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure. The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town Of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

<b>Delivery Date</b>		<b>Shipment via</b>		<b>FEIN #/Tax ID</b>		<b>Terms</b> %      DAYS	
<b>Vendor Name</b>			<b>Address</b>			<b>City, State, Zip</b>	
<b>Telephone</b>	<b>Fax No</b>	<b>Authorized Signature</b>		<b>Printed Name</b>		<b>Title</b>	

**NOTE: Failure to affix an authorized signature to this form will result in rejection of the bid.**

**THE TOWN OF WEST HARTFORD  
PARKING GARAGE REPAIR AND UPGRADE  
SPECIFICATIONS  
Thursday, April 29, 2010**

The Town of West Hartford is accepting proposals for the provision of furnishing all labor, materials and incidentals required to repair and maintain Parking Garages as further defined herein.

A pre-bid conference will be held on May 11, 2010 at 10:00 AM in room 221 of Town Hall, 50 South Main Street, West Hartford (a site visit will immediately follow) at which time questions concerning this project will be answered.

General contractors must be pre-qualified with the State of Connecticut Department of Administrative Services (DAS) in Classification Group B or Group C to submit proposals.

**The Project:**

The Town of West Hartford owns and operates two precast parking structures. These structures are the Isham Garage (North) and the Memorial Garage(South).

<b>Isham (North) Garage</b>	<b>Memorial (South) Garage</b>
457 parking spaces	560 parking spaces
4 levels	4 levels
2 bays	3 bays
302' x 126' footprint	210' x 184' footprint
190,000 square feet of parking area	193,000 square feet of parking area

Both parking facilities are approximately 4 years old and constructed of pre-stressed pre-cast concrete. The framing system is composed of double tee floor planks, precast beams, spandrels, and columns which are subject to environmental exposure and service conditions that require routine and preventative maintenance to protect and preserve them.

**Scope Of Work:**

The work to be performed is a standard maintenance procedure consistent with restoring and extending service life of the components listed below. The contractor will be required to submit material data along with removal and replacement techniques for evaluation with their proposals.

- 1.) Replace deficient conditions on the double tee flanges where loss of sealed joint integrity occurs.
- 2.) Repair broken and failed double tee flange connections.
- 3.) Replace deteriorated and failed floor joint sealant to restore water tight integrity on all supported floor levels.
- 4.) Repair tee flange cracking.
- 5.) Apply a penetrating concrete sealer at cyclic intervals to reduce moisture and salt diffusion into the floors.

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- 6.) Repair deficient conditions in the existing traffic bearing waterproofing membranes.
- 7.) Correction of efflorescence staining on façade panel joints.
- 8.) Miscellaneous repairs as recommended by awarded vendor and approved by the Town. In the event a repair is needed that is not covered by the above mentioned items, the contractor is to provide an hourly rate that is inclusive of all except materials. Contractor shall indicate in the bid form below the hourly rate and a percentage price increase/decrease off materials invoice. A detailed listing of all materials and prices along with a copy of the contractor's actual materials invoice will be required for payment.

**Work Schedule:**

The work is planned in two phases one in the summer and fall of 2010 and again in the summer and fall of 2011 with the potential of 2 additional years of service. Prices shall be firm for 2010 and 2011. Price increase indicated below for 2012 and 2013. The contractor will have access to garage decks based on a pre-scheduled pattern to prevent loss of use.

**Form of Proposals:**

	Unit Prices	
1.) Replace double tee flange sealer	\$ _____	L.F.
2.) Replace double tee connectors	\$ _____	EA. x 100
3.) Replace floor joint sealer	\$ _____	L. F. x 10,000
4.) Repair tee flange cracking	\$ _____	SQ. FT. x 100
5.) Concrete sealer	\$ _____	SQ. FT. x 30,000
6.) Traffic bearing waterproofing	\$ _____	SQ. FT. x 2,000
7.) Correction of efflorescence staining	\$ _____	SQ. FT. x 5,000
8.) Hourly rate	\$ _____	/hour
9.) Materials percentage +/- of invoice*	\$ _____	+ / - %
10.) Cost multiplier for 2012, 2013	_____ %	_____ %
	2012	2013

## INSURANCE EXHIBIT

### Minimum Scope and Limits of Insurance For All Contractors:

- .1 **Commercial General Liability:**  
\$1,000,000 combined single limit per occurrence / \$1,000,000 aggregate for premises/ operations, independent contractors' protective, products/ completed operations, contractual liability, personal injury and broad form property damage (including coverage for explosion, collapse and underground hazards). Contractor shall continue to provide products/ completed operations coverage for two (2) years after Final Completion of the Work.
- .2 **Automobile Liability & Physical Damage:**  
\$ 1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. The policy shall include collision and comprehensive coverage for any auto used for purpose of this contract.
- .3 **Workers' Compensation:**  
COVERAGE A/Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut or applicable to the Work to be performed with an Experience Modification Rate of 1.0 or less.

COVERAGE B/Employer's Liability: limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

- .4     **Umbrella Liability:**  
\$2,000,000 per occurrence / \$2,000,000 aggregate, following form.
- .5     **Property:**  
“All risk” property insurance on a replacement cost basis to cover portions of the Work stored on and off the site, in transit, or interior portion of buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls and windows of such building has not been completed. The insurance shall cover the value of personal property belonging to the Contractor located on the Owner's property or worksite, while in use or in storage. The insurance shall include interests of the Owner, Contractor, their Subcontractors and Sub-subcontractors.
- .6     **Contractor's Pollution Coverage:**  
\$3,000,000 per occurrence **project specific** limit / \$3,000,000 aggregate, dedicated to Work performed under this contract only, unless otherwise approved by the Town's Risk Manager. **Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, defense costs, contractual liability and completed operations for all Work performed by or on behalf of the Contractor under the contract (including but not limited to asbestos and lead abatement, drum removal and disposal, demolition, excavation, off-site incineration of soils etc.)** Contractor shall continue to provide completed operations coverage for two (2) years after Final Completion of the Work. Exclusions or limitations affecting Work performed must be deleted. Policy form must be “pay on behalf of” rather than “indemnity” and insurance company must have the “right and duty” to defend. Any “insured vs. insured” language must be amended to “named insured vs. named insured” or not apply to “additional insureds”. The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations.
- .7     **Hazardous Waste Transporter Coverage:**  
Any Contractor transporting hazardous waste shall have automobile liability coverage written for not less than \$1,000,000 per occurrence or as specified in the Motor Carrier Act of 1980, whichever coverage is greater. The pollution exclusion shall be amended to cover loading, unloading and transportation activities including hauling of waste from the project site to the final disposal location, and non-

owned disposal site endorsement (claims made) with scheduled landfill or provide evidence of insurance from disposal site operator. **Policy shall be endorsed to include the MCS-90 endorsement and the reimbursement provision of the MCS-90 endorsement will be borne by the Contractor.** The Contractor must submit to the Town a list of transfer and disposal sites to be used, along with all warranties, permits evidencing ability to accept the type of waste being delivered, and limits of financial responsibility, including closure/post closure bonds. Contractor must comply with all applicable D.O.T. and E.P.A. requirements.

- .8 **Pollution Legal Liability:**  
\$3,000,000 each loss / \$3,000,000 aggregate. The transporter who consolidates, transfers, stores or disposes of waste at any location, a sudden and non-sudden pollution legal liability policy must be provided for on-site and off-site bodily injury, property damage, cleanup costs, and defense costs for the location accepting the waste.

11.1.5 Additional Insured Endorsement:

**All liability policies (with the exception of Workers' Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an additional insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.**

11.1.6 Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A: VII, or otherwise deemed acceptable by the Town's Risk Manager.

11.1.7 Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.

11.1.8 Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Owner. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Owner.

11.1.9      Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Owner thirty (30) days prior to each policy's expiration.

11.1.10     Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project. All aggregate limits must be declared to the Owner. It is agreed that the Contractor shall notify the Owner with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

11.1.11     Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Owner. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

11.1.12     Notice of Cancellation or Non-renewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner. Ten (10) days prior written notice shall be given for non-payment of premium.

11.1.13     Other Insurance Provisions:

All liability policies required herein shall contain, or be endorsed to contain, the following provisions:

- .1 The Contractor's insurance shall be primary with respect to the Owner. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory to the Contractor's insurance.
- .2 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought.
- .3 Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Owner.

11.1.14 Verification of Coverage:

- .1 Contractors shall furnish to the Owner prior to the commencement of the Work certificates of insurance and copies of all endorsements for the insurance required by Subparagraph 11.1.1 and Subparagraph 11.1.4. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. If any insurance coverage is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. The Owner reserves the rights to require complete, certified copies of all required policies, at any time.
- .2 One (1) copy of the certificate of insurance and one (1) copy of all endorsements shall be mailed to the Purchasing Division, and one (1) copy to the Risk Management Division, Town of West Hartford, 50 South Main Street, West Hartford, Connecticut 06107.

11.1.15 Failure to Purchase or Maintain Insurance:

- .1 If the Contractor fails to purchase or maintain the required insurance specified by Article 11, the failure shall be treated as a default in Work. The Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefore by the Contractor in the manner set forth in Paragraph 2.4.
- .2 If the Owner or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under Article 11, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

11.1.16 Additional Insurance:



If requested by the Owner after the date of the Owner-Contractor Agreement, the Contractor shall promptly procure, at the Owner's expense, insurance coverage in such amounts as the Owner may request coverage not listed in Subparagraph 11.1.4.

11.2        Owner's Insurance

11.2.1       The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims that may arise from operations under the contract.

11.2.2       The Owner shall be responsible for purchasing and maintaining Builder's risk "all risk" property insurance upon the Work installed at the site to the full insurable value, including boiler and machinery with the exception of the interior portion of the buildings under construction from rain, sleet or snow, whether or not driven by wind, when the installation of the roof, walls and windows of such buildings has not been completed. Any loss insured is to be adjusted and settled with the Owner and made payable to the Owner.

11.2.3       The Owner does not agree to waive any rights of subrogation, nor any rights of action against the Contractor, in connection with or arising out of any claims or damages which may arise from the operations under the contract.

11.4.3       Add new paragraph as follows:

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.